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Contract Database Metadata Elements

Title: **Windham-Ashland-Jewett Central School District and Windham-Ashland-Jewett Support Staff Association (2005)**

Employer Name: **Windham-Ashland-Jewett Central School District**

Union: **Windham-Ashland-Jewett Support Staff Association**

Local:

Effective Date: **07/01/05**

Expiration Date: **06/30/09**

PERB ID Number: **6543**

Unit Size: **38**

Number of Pages: **38**

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**WINDHAM-ASHLAND-JEWETT
CENTRAL SCHOOL DISTRICT**

AND

**WINDHAM-ASHLAND-JEWETT
SUPPORT STAFF ASSOCIATION**

Collective Bargaining Agreement

July 1, 2005 to June 30, 2009

GEN | 6543

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06-07 38

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Pursuant to Article 4 of the State Civil Service Law, the Board of Education of the Windham-Ashland-Jewett Central School hereby adopts the following Agreement covering recognition of a non-instructional employee organization.

AGREEMENT BETWEEN
WINDHAM-ASHLAND-JEWETT CENTRAL SCHOOL DISTRICT
and
WINDHAM-ASHLAND-JEWETT
SUPPORT STAFF ASSOCIATION

ARTICLE I - AGREEMENT

This Agreement made and entered into this day of 2005, by and between the Windham-Ashland-Jewett Central School District Board of Education ("Board") and the Windham-Ashland-Jewett Support Staff Association ("Association").

ARTICLE II - RECOGNITION

The District, in order to recognize a non-teaching organization as exclusive representative of the non-instructional personnel requires satisfactory evidence that the organization in fact represents the majority of such unit members. Such evidence shall be in the form of signed designation cards or authorized dues deduction cards. In the event of challenge, the Board will proceed according to the Regulations of the Public Employee Relations Board established under Article XIV of the Civil Service Law.

The Board of Education has recognized the Windham-Ashland-Jewett Central School District Association as the exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment of full and part-time unit members permanently appointed to the following positions: teaching assistant, bus driver, bus driver/custodian, clerk/typist/aide, school monitor, monitor, secretary, driver-mechanic, other than unit members designated managerial/confidential. For the purposes of this section, "part-time" shall mean at least 20 hours per week or regular bus driver at 17-1/2 hours per week. Long term substitutes (six months or more) appointed by the Board of Education to fill a vacancy caused by a leave of absence shall be placed on Step I of the salary schedule.

ARTICLE III - NEGOTIATION PROCEDURES

A. The terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. It is recognized that from time to time matters may arise which have not been fully or adequately discussed between parties. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. No later than March 1 of the final year of the contract, the parties will enter into good-faith negotiations over a successor agreement to cover the following school year. Either party may, at any time, request the State Public Employment Relations Board to assist the parties in reaching an agreement. Such mediation and fact-finding will be governed by the provisions of Section 209 of the Civil Service Law.

C. Neither party shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with the necessary power and authority to make proposals, consider proposals and reach compromises in the course of negotiations.

D. It is agreed by and between the parties that some provisions of this Agreement require legislative action to permit their implementation, either by amendment of law or by providing the additional funds and, therefore, this Agreement shall not become effective until the appropriate legislative body has given approval.

ARTICLE IV - LEAVES

Unit members shall be entitled to personal leave without loss of pay and without deduction from sick leave for the following reasons:

A. Personal Leave

1. **Sickness in Family** - five days. "Family" is defined as the spouse, child, or parent of the employee, and any other person who resides in the household. The number of hours taken (instead of days) may also be recorded. If all leave time in A.1 and A.3 has been exhausted, an employee may use the balance of his/her sick days granted that year for sickness in family. The employee shall notify the superintendent of his/her intent to use the employee's own personal sick days for sickness in family.

2. **Death in Family** - a non-cumulative maximum of five days per year. "Family" includes parent or guardian, grandparents, spouse, children, mother-in-law, father-in-law, sister, brother, aunts and uncles who are blood relatives and/or persons residing in the household. Other time may be granted at the discretion of the Superintendent. Such additional time is to be initially charged to personal leaves; if no personal days remain, the employee has the option to have the day deducted from vacation days or deducted from his/her salary. The number of hours taken (instead of days) may also be recorded.

3. **Personal Business** - Each 10 month employee shall receive, in the beginning of each school year, three (3) days for the purpose of conducting personal busi-

ness. Each 12 month employee shall receive, in the beginning of each school year, four (4) days for the purpose of conducting personal business. Personal business leave shall be granted to conduct business that can only be conducted on a work day. Recreation shall not be a basis for the granting of a personal day. Any unused personal days will be added to the employee's sick days the following year.

- a. Notice of intent to take a personal business day shall be submitted to the District at least 48 hours in advance of the leave day except in cases where such advance notice is not possible.
- b. The day immediately before or after a vacation period shall not be used for personal business unless it is unavoidable.
- c. Exhibit 4, Personal Leave Request Form, shall be used by the employee in requesting a personal day.
- d. The number of hours taken (instead of days) may also be recorded.

4. **Leave Without Pay** - An employee shall be granted a day without pay provided an appropriate substitute is available and secured. Upon application, in writing, by an employee to the Superintendent, for leaves of more than one (1) and less than thirty (30) days in duration, or the Board, for leaves of thirty (30) days or more, leave without pay may be granted for a period not to exceed one (1) year for such purposes as the Board, in its sole discretion, may determine to be appropriate.

A request for leave pursuant to this Section must be submitted to the Superintendent, in writing, (stating beginning and ending dates) not less than sixty (60) days prior to the date such leave is requested to commence, except in an emergency.

Notice of intent to return on extended leaves shall be given to the superintendent no later than sixty (60) days prior to the ending date of such leaves.

B. Sick Leave

1. Each 12 month employee shall be entitled to 15 days sick leave per year accumulative to a maximum of 215 days.

2. Each 10 month employee will be granted 13 days sick leave accumulative to 215 days.

C. Sick Leave Bank

1. The non-instructional staff shall be authorized to establish, maintain and administer a "sick leave bank" subject to rules and procedures developed by the non-instructional staff's Sick Leave Bank Committee and approved by the Superin-

tendent. No rule or procedure shall be enforceable unless it receives written approval from the Superintendent.

2. The sick leave bank shall be a process thorough which non-instructional staff members may assign sick leave days to the sick leave bank and the non-instructional staff members who have exhausted their sick leave credits.

3. The following rules shall apply to the establishment and administration of the sick leave bank in addition to such further rules and procedures as may be developed by the Association and approved by the Superintendent.

- a. Members of the non-instructional staff who wish to assign leave credits to the sick leave bank may do so during the period of September 1 through September 15; or in the case of members appointed after the start of the school year, within ten days following their first day of appointment.
- b. The Association president or designee shall deliver to the Superintendent by September 30, a signed statement from each individual member wishing to contribute to the bank and the number of days so assigned. The Association President or designee shall be responsible for delivering sick leave contributions of members hired after the start of school within 30 days of the appointment date. Such reassigned days shall be deducted from the individual member's accumulated record as kept by the school district.
- c. No non-instructional staff member may assign more than two (2) days of sick leave per year to the sick leave bank and the total number of accumulated sick leave credits in the sick leave bank shall not exceed 300 days. The total shall be accumulative from year to year.
- d. If a non-instructional staff member becomes eligible for benefits from Retirement Disability and/or Social Security Disability, said individual must make application for such benefits. Failure to apply shall result in suspension of all further benefits from the Sick Leave Bank. In the event that Retirement Disability Benefits are granted, sick leave bank benefits shall be terminated on the effective date of such benefits. An individual denied benefits from Retirement and/or Social Security shall also be denied further benefits from the sick leave bank.
- e. A non-instructional staff member applying for sick leave bank benefits shall do so in writing to the Sick Leave Bank Committee. The letter of application shall contain a certification of illness and probable term of disability. No benefits shall be granted in the absence of such a physician's statement.

- f. The Association shall designate a Sick Leave Bank Committee who shall be responsible for the administration of the sick leave bank including the following:
 - I. Developing all further rules and procedures required for the administration of the bank.
 - II. Obtaining the prior approval of such rules and procedures from the Superintendent.
 - III. Maintaining all records of the bank and making such records available to the Superintendent.
- g. No non-instructional staff member may be granted more than sixty (60) days from the sick leave bank in one school year without the approval of the Superintendent.
- h. The Superintendent shall be immediately informed of all requests for sick leave bank benefits, and be kept informed concerning the status of any pending decisions by the Sick Leave Bank Committee. A member of the Sick Leave Bank Committee shall be designated for this purpose and his/her name given to the Superintendent.
- i. While a physician's note is necessary to be granted time from the Sick Bank, it does not guarantee that this time will be granted. Each case will be evaluated individually, and a decision made by the committee.
- j. All decisions regarding use of the Sick Leave Bank will be made by the full committee, with all three members being involved in the decision making process. The Committee Chairperson will give written notification of the Committee's decision to the Association President and the Superintendent, within five business days following receipt of the request.
- k. Withdrawals from the Sick Bank shall be limited to bargaining unit members and non-represented staff, for cases of catastrophic, disabling, long-term illnesses and/or accidents who have exhausted their sick leave time.
- l. Sick Leave will be granted to unit members in units of days that will always be equivalent in hours to the requesting employee's normally scheduled workday. Beginning July 1, 2000 contributions to the Sick Bank will be made by each participating member in the number of hours that is the equivalent of their normal working day (8 hours, 7 hours or 3-1/2 hours). Contributions to the Sick Leave Bank will be recorded in hours accordingly.

- m. The Sick Leave Bank shall have a maximum accrual of 2400 hours. Whenever the Sick Leave Bank is depleted to the level less than 2000 hours, the Association shall, in the following September, require each participating member to contribute one or two days (as defined by paragraph "l") to the Sick Leave Bank. If the Sick Leave Bank is depleted to a level less than 1600 hours, the President of the Association, after consultation with the Sick Bank Committee, may seek a contribution of one or two days at any time during the year (as defined by paragraph "l").
- n. All members of the WAJ Support Staff, as well as non-instruction staff not represented by the union, are eligible to join and use the Sick Leave Bank. If the Bank is full, a new employee contributes their days pursuant to the contract. The days are held in abeyance until such time as the bank is depleted and the days shall be added to the total. The employee's name shall appear on the list of those who contribute to the Bank with an asterisk to indicate days are being held in abeyance.
- o. Unit members who have reached the maximum number of accumulated sick days (215) and would otherwise lose unused days, will be permitted to donate up to two of these days to the Sick Bank in order to help build up depleted days. This will be at the employee's discretion, and this method of acquiring time will not be abused, or used yearly, to maintain a balance. These days will be contributed the last week in June, prior to the new school year (July 1).
- p. If a member has not contributed to the Sick Leave Bank, he/she shall not be eligible for Sick Bank days.

D. Vacation

All unit members entitled to vacation time will submit proposed dates on the following schedule: By May 1 for July to September; by October 1 for the remainder of the year. Vacation days during normal school days will be considered. Vacation times shall be scheduled by the Supervisor with the approval of the Superintendent.

Vacation will be granted on the following basic schedule for twelve month full time unit members:

| <u>Work Years</u> | <u>Days of Vacation</u> |
|--|--------------------------------|
| After 1 to 5 completed | 10 |
| After 6 - 10 completed | 15 |
| After the tenth (10) year completed, one additional day per year will be granted up to a maximum of thirty (30) days vacation per year after the completion of twenty five (25) years. | |

E. Holidays

The following paid holidays for full time unit members will be granted:

| | |
|---------------------------------------|--------------------------|
| Fourth of July | Christmas Eve and |
| Labor Day | Christmas Day |
| Columbus Day | New Years Day |
| Veteran's Day | Martin Luther King Day |
| Thanksgiving Day and the day after | One President's Birthday |
| Memorial Day | Good Friday |

When a school make-up day is scheduled on one of the holidays listed above (i.e. President's Day or Good Friday) the unit members will work at regular pay. However the superintendent and association representative will meet to arrange a mutually agreeable schedule for unit members to receive alternate holiday time.

A Floating Holiday will be granted to ALL Unit members. A request must be made at least twenty-four (24) hours in advance to the member's supervisor for this holiday, and shall be granted provided an appropriate substitute is available and secured.

When a holiday falls on a Saturday or Sunday and where the scheduling of this holiday on the preceding Friday or following Monday may interfere with regular school operations, the superintendent and association representative will meet to arrange a mutually agreeable schedule for unit members to receive alternate holiday time. The District will notify the NIS by the end of the second week after classes begin each year which holidays will be affected.

F. Snow Day

On days that school is closed because of snow, the following schedule will be adhered to:

1. Full time bus drivers will commence digging out and report to work when finished, but not before 10 a.m. nor leave before 3:45 p.m.

2. All other unit members such as secretaries, custodians, and mechanics will not report until 10 a.m. nor leave before 3:45 p.m.

3. Each staff member may take off one (1) snow day out of the anticipated five (5) snow days in the yearly calendar. Arrangements are to be made with the administration.

If a staff member has not received a snow day off, then he/she shall have one (1) day off at a time during the school year which is acceptable to both the employee and superintendent.

For purposes of snow removal and/or securing the buildings, unit members who work at such duties will be compensated at a rate of one and one-half (1-1/2) times their normal hourly salary regardless of how many hours they might work in a given week.

G. Parental Leave

1. An unpaid leave of absence for up to three months shall be granted by the Board of Education for the purpose of child care should said care be required because of birth, serious illness or adoption of a child.

The following conditions shall be controlling for parental leave up to three months in duration:

- a. The employee shall notify the Board of Education and Superintendent at least sixty (60) days in advance of the commencement of the parental leave, except in case of an emergency. Such notice shall include the start and finish dates of the leave.
- b. Upon return to employment, all benefits shall be restored to the employee and said employee shall be placed in the same job classification that said employee held prior to the leave.
- c. It is understood that hardship conditions, such as the termination of pregnancy, death of the child or failure to complete adoption, would be sufficient reasons for the employee to be allowed to return to active employment prior to the end of the leave with a minimum of fourteen (14 calendar days) notification.

2. An unpaid leave of absence from three months up to one year may be granted by the Board of Education for the purpose of child care should said care be required because of birth, serious illness or adoption of a child.

The following conditions shall be controlling for parental leave from three months to one year:

- a. The decision to grant the leave will be made by the Board of Education based upon the staffing needs of the District.
- b. The leave shall be for a period of up to one (1) year and said request shall state the dates of commencement and return. Under hardship conditions, the employee may return prior to the end of the leave period or may have the leave extended for a period of time greater than one year, but not longer than two years from the date of commencement.

- c. The employee shall notify the Board of Educational and Superintendent at least sixty (60) days in advance of the commencement of the parental leave, except in case of an emergency.
- d. Notice of intent to return from extended leaves shall be given to the Superintendent no later than sixty (60) days prior to the ending date of such leaves except in cases of emergency.
- e. Upon return to employment, all benefits shall be restored to the employee and said employee shall be placed in the same job classification that said employee held prior to the leave.
- f. It is understood that hardship conditions, such as the termination of pregnancy, death of the child or failure to complete adoption would be sufficient reasons for the employee to be allowed to return to active employment prior to the end of the leave with a minimum of fourteen (14) calendar days notification.

3. The Family Medical Leave Act shall not diminish contractual benefits and the Contract benefits shall not diminish the FMLA.

H. Religious Leave

Bargaining unit members may use any available leave time for religious leave.

ARTICLE V - USE OF THE SCHOOL BUILDING

The non-instructional Association shall have the right to hold its meetings in the school building provided that the necessary "School Building Use Forms" have been completed and approved by the Superintendent.

ARTICLE VI - HEALTH INSURANCE

A. For all current unit members hired prior to July 1, 1992, the Board of Education agrees to pay the full cost of Health Insurance for non-instructional staff members and their dependents under the Catskill Area Employee Benefits Plan.

For unit members hired after July 1, 1992, the Board of Education agrees to pay the full cost of the individual premium for health insurance benefits for non-instructional staff members who are employed 35 or more hours per week for at least ten (10) months of the year.

For unit members hired after July 1, 1992, the Board of Education agrees to pay 95% of the family premium for health insurance benefits for non-instructional staff

members who are employed 35 or more hours per week for at least ten (10) months of the year.

For unit members hired after July 1, 1992 and who do not meet the requirement of 35 or more hours per week, ten (10) months per year, the employee shall be entitled to individual or family coverage under the health insurance plan. However, the District will pay the percentage of the premium that corresponds to the employee's work schedule. Therefore, if an employee is regularly scheduled to work 20 hours per week, that employee shall be entitled to a District premium payment of 57% of the District 100% coverage for the individual plan or 57% of the District's 95% coverage for the family plan. Such 57% is determined by dividing 20 by 35. The determination of length of workweek shall be made at the time of hire or at the start of the school year. In the event the work week is decreased by the District for the balance of that school year, the premium amount to be paid by an employee shall not change during that school year unless employment terminates.

Notwithstanding the above, after two years of employment, part-time bus drivers shall be eligible for individual health insurance with the District contributing 75% of premium.

As of July 1, 2005 the CASEBP Plan will be changed as follows: increasing the deductibles from \$75 for individual to \$100 for individual; increasing the deductibles from \$225 for family to \$300 for family; increasing co-pay on generic medications from \$5 to \$10; and increasing co-pay on brand medications from \$10 to \$15; the mail order co-pay shall remain \$0.

B. For all unit members hired prior to July 1, 1992, the Board of Education agrees to pay the full cost of Health Insurance for retired non-instructional staff members and their dependents under the same plan that the District is using for its active non-instructional staff provided that such employee has been enrolled in the health insurance plan for no less than five years prior to retirement.

For all unit members hired after July 1, 1992, the Board of Education agrees to pay the same percent of premium for which the employee was covered in Article VI Section A paragraphs 2 - 4 for retired non-instructional staff members and their dependents under the same plan that the District is using for its active non-instructional staff.

C. Eligibility for Benefits - An employee who is employed by the District for sixteen (16) hours per week or more shall be entitled to receive the benefits provided by this Article.

D. At its option during the term of this Agreement, the District may propose to provide a different health plan from that currently in effect. At such time, a six mem-

ber (6) committee made up of equal representation from the District (two (2) members) and each Association (two (2) members) shall be promptly established and shall determine the cost effectiveness of the proposed health insurance plan.

The District and the Association agree that committee deliberations shall:

- i. proceed promptly;
- ii. be confined to comparison of benefits between the current and proposed plans; and
- iii. shall not be concerned with any other changes in this agreement.

The decision of whether or not to change health insurance plans shall be made by unanimous vote of the committee members.

E. The CASEBP Mid-Level Dental Plan shall be provided at 100% coverage to all unit members.

F. Health Insurance Buyout:

A bargaining unit member who can document that he/she is covered by a health insurance plan shall receive a buy-out at the rate of 50% of the annual premium, provided that part-time unit members shall receive a buy-out prorated in like manner to the insurance benefit provided in this article. If not applied for on July 1, the amount shall be pro-rated on the month following the application date.

If because of a change of circumstances an employee wishes to be reinstated, it shall occur pursuant to the procedures of the health care provider.

Buy-out payments shall be received quarterly.

G. An IRC 125 Plan shall be provided. The District and the Union shall agree upon a provider based on cost and benefits provided to unit members. Participation in the plan shall be voluntary.

H. Beginning with the 2005-06 school year, the prescription co-pay amount shall be increased to \$10.00 for generic drugs and \$15.00 for name brand drugs, provided, however, that if there is no generic equivalent or if the prescribing physician refuses to prescribe a generic drug, the co-pay shall be \$10.00. There shall be no co-pay for mail order prescriptions.

I. The District will continue to reimburse for Medicare part B in full or unit members who retired before June 30, 2005. The District will reimburse up to \$100 for Medicare part B for post June 30, 2005 retirees until June 30, 2006. The District will reimburse in full up to \$110 for Medicare Part B for post June 30, 2005 retirees

until June 30, 2007. The District will reimburse in full up to \$120 for Medicare Part B for post June 30, 2005 retirees thereafter.

ARTICLE VII - CONDITIONS OF EMPLOYMENT

A. Physical Examinations

An annual x-ray and/or tine test shall be required for all members. The board will make the necessary arrangements for having such x-rays and shall pay the cost, if any, for such x-rays.

B. Complaints

In the event that any person registers a complaint against an employee with the Administration or Board of Education and if said complaint may result in any disciplinary action being taken, that complaint must be made in writing and signed by the person making the complaint. If the person refuses to sign the complaint, no action shall be taken against the employee. In cases where the Administration or Board of Education has sufficient additional substantiation to warrant independent disciplinary action, and if said action is contemplated, the employee shall have the right to representation by the Association.

C. Uniforms

The District shall provide five (5) shirts and pants and/or coveralls, one jacket and/or vest, and work shoes/boots to each custodian and mechanic to be given every two (2) years. Such work boots/shoes shall meet any applicable OSHA or other standards for the work performed. The District expects such shirts, pants, coveralls and/or jacket to be worn when on duty.

ARTICLE VIII - GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is any complaint based on an alleged violation of:

- a. The application, meaning, or interpretation of the Agreement.
- b. An individual's right to fair treatment.
- c. Any established policy or practice.

However, level four of the following procedure shall apply only to cases covered by part "a" of the above definition.

2. A "grievant" is the person or persons making the claim.

3. The term "member" includes individuals or groups who are members of the bargaining unit covered by the Agreement.

4. A "party in interest" is the person or persons making a claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.

5. The term "days" shall mean school days.

B. Purpose

The primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to a claim of the aggrieved person. Both parties agree that these proceedings shall be kept confidential at each level of this procedure.

C. Structure

The Association shall establish a Grievance Committee which shall be broadly representative. In the event that a member of the Grievance Committee is a party in interest to any grievance, he shall disqualify himself and a substitute be named by the Association.

D. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be regarded as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of the Association and the Administration.

1. Level One

An employee with a grievance shall first air it with the Superintendent within ten (10) days.

2. Level Two

In the event the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been reached within five (5) days after the presentation of the grievance, he/she may have the Association file the grievance in writing with the Superintendent. Within ten (10) days from receipt of the written grievance, the Superintendent shall render a written decision as to the solution.

3. Level Three

In the event the Association is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from the date of receipt of the grievance by the Superintendent, the Association may refer the grievance to the Board of Education or its member representative(s). The Board or its representatives shall meet with the employee and Association representatives for the purpose of arriving at mutually satisfactory solutions to the grievance problem. A written decision shall be rendered in ten (10) days.

4. Level Four

In the event the Association is not satisfied with the disposition of the grievance at Level Three the grievance committee shall meet and notify the Board, in writing, that the grievance is still unresolved. The representatives for the Board and the Association shall confer in an attempt to agree upon an arbitrator. If after ten days no agreement can be reached, the grievance shall be submitted to the American Arbitration Association. The parties shall be bound by the rules and procedures of the A.A.A. in the selection of the arbitrator and the arbitration proceedings. The decision shall be submitted, in writing, to the Board and the Association. Both the Board and the Association agree to be bound by the award of the arbitrator. The cost of such arbitration will be shared equally by the Board and the Association.

E. Miscellaneous

1. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

2. All documents, communications, or records dealing with the grievance shall be filed separately from the personnel files of the participants.

3. Forms for filing and processing grievances shall be designed by the Superintendent and the Grievance Committee shall be prepared by the Superintendent and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.

4. Copies of any documents, records or the like shall be furnished without charge to the Association for any phase of the grievance process.

ARTICLE IX - SALARIES

A. Each employee will be given a salary statement by May 15 listing hourly rate, hours worked for each position and total annual salary for the school year.

B. Part-time drivers who do not serve in any other positions with the District will be paid a minimum of 3.50 hours of driving time each day. Part-time unit members working as bus drivers will receive a minimum of three hours of compensation for driving time and for pre and post run bus checks each day. These three hours will not be paid at time and one half.

C. Extra Trips.

For the purpose of this section, regular runs will be defined as those runs which transport students to and from their regularly scheduled programs of instruction each day. The regular noon Boces run shall be open to those bargaining unit members who have a contract with minimal hours on a week by week basis.

All other trips shall be defined as extra. An extra trips sign-up sheet will be posted conspicuously in an area frequented by bargaining unit drivers. Bargaining unit drivers who signed up shall be given the extra trip on a rotating basis, by seniority.

D. Relief drivers on long trips - extra relief driver will be furnished on any trip that requires more than 8 hours or 200 miles or more.

E. For home basketball games and other extra duties, equal opportunity shall be given to all non-instructional staff members to receive overtime or chaperone pay pursuant to Section L of this Article. Such overtime shall be compensated in relation to the individual's work pay rate as indicated in Item A of this Section. Nothing in this paragraph shall be construed to limit participation by parents and other non unit individuals to assist in their traditional duties at such activities.

F. Substitutes for non-instructional staff to be provided, where possible, for the safety and welfare of the student.

G. Teaching Assistants

1. All teaching assistants employed by the school district will be paid by the hour and only for the days worked which correspond to the yearly calendar adopted by the Board of Education somewhere between 180 and 187 days. Teaching assistants will not be paid for holidays except for the floating holiday.

2. Staff development for teaching assistants:

Teaching assistants shall be paid for all college and in-service credits earned at the rate of \$25 per credit hour. Fifteen (15) hours of in-service will equal one credit hour.

Each year all teaching assistants may be required to take one staff development course or workshop in each of the three following areas: classroom management/confrontational students, civility/harassment, and an academic area in which they provide services to students. Compensation for these staff development activities which occur during regular working hours shall be at the rate of one credit hour for every fifteen (15) hours of in-service. For required attendance at specific workshops or district sponsored staff development activities held outside regular school hours teaching assistants will be paid his/her hourly wage for such staff development activities. The district will make every effort to provide staff development activities in the three areas as part of its Comprehensive District Educational and Professional Development Plans.

In order to receive compensation for additional courses or activities a teacher assistant proposes, the proposed staff development must fit with the district's comprehensive District Educational and Professional Development Plans and receive

prior approval from the Superintendent or his/her designee. Compensation for these activities will be at the rate listed in the first paragraph, regardless of when the activities occur.

Professional Development workshops presented by NYSUT will be considered as they apply to an employee's job description and they are subject to prior approval of the Superintendent or his/her designee as described in the preceding paragraph.

3. A teaching assistant who is required to attend a committee or department meeting by the District shall be paid his/her hourly wage for such meeting.

H. Overtime will not be paid until any full or part-time employee works beyond forty (40) hours in any one week. A full forty (40) hour work week will include all entitled leave days and any other regularly scheduled work days.

All regular unit members shall be given the opportunity for overtime before temporary or substitute unit members.

I. Salary Schedule

1. The salary schedule for Teacher Assistants; Clerk/Typist/Aide; Bus Driver/Custodians; Driver Mechanics; Secretaries; Monitors; and Part-time Drivers are attached hereto and made a part hereof as Exhibit 2.

2. Unit members on the night shift will be paid \$.25 per hour above their regular rate. Said rate is in effect for any regular employee who reports to work after 12:00 noon.

3. Monitors or Teacher Aides assuming the responsibility of a bus driver shall receive a \$3/hour stipend for the time the unit member works as a bus driver.

4. Teaching Assistant(s) assuming the responsibilities of a teacher who is absent for one half day or longer shall receive a \$3/hour stipend for the time the unit member works as a teacher.

J. Part-Time Drivers' Work Year

Effective the 1995-96 school year, a part-time driver's salary is based upon a 180 day work year. In the event a part-time driver works more than 180 days, he/she will be paid additional compensation for each day above 180 days. If the driver works less than 180 days, his/her compensation will be reduced in proportion to the number of days below 180 not worked.

K. Longevity

See attached schedule.

L. Chaperone Duty:

Any unit member who works less than 40 hours a week and performs chaperone duty shall be paid an hourly rate as follows:

| | |
|---------|---------|
| 2005-06 | \$20.00 |
| 2006-07 | \$21.00 |
| 2007-08 | \$22.00 |
| 2008-09 | \$23.00 |

Any unit member who regularly works 40 hours or more receives their regular pay and overtime, if applicable.

ARTICLE X - RETIREMENT INCENTIVE

A. The Board of Education shall underwrite the non-instructional staff's retirement program. The plan shall be Section 75i, a non-contributing plan under the New York State Retirement System.

B. Any employee who has worked for the District for a minimum of ten (10) consecutive years, at least ten (10) of which have been as a full-time employee working a minimum of thirty-five (35) hours per week for a minimum of ten (10) months per year and otherwise eligible to retire, shall be entitled to apply for a retirement incentive award. The maximum value of any retirement incentive award shall be \$10,000 in 2005-06; \$11,000 in 2006-07; \$12,000 in 2007-08 and \$13,000 in 2008-09.

To be eligible, an employee must submit an irrevocable written notification of retirement at least six (6) months prior to the date of retirement and he/she must have accumulated sick leave on the date the retirement is to commence.

The amount of the award will be determined by multiplying the number of accumulated sick days the employee has on the effective date of retirement, times \$30.00 per day to a maximum of 215 days. For unit members working less than the 35 hours per week, ten months per year retirement, the incentive shall be paid at the rate of \$15.00 per day.

The maximum value of any retirement incentive award shall be \$6,000.00.

Effective 2003-04, the amount of the award will be determined by multiplying the number of accumulated sick days the employee has on the effective date of retirement, times \$40.00 per day to a maximum of 200 days with a maximum of \$8000.00. For unit members working less than the 35 hours per week, ten months per year retirement, the incentive shall be paid at the rate of \$20.00 per day, with a maximum of \$8000.00.

Effective 2004-05, the amount of the award will be determined by multiplying the number of accumulated sick days the employee has on the effective date of retirement, times \$42.50 per day to a maximum of 200 days with a maximum of \$8500.00. For unit members working less than the 35 hours per week, ten months per year retirement, the incentive shall be paid at the rate of \$21.25 per day, with a maximum of \$8500.00.

ARTICLE XI - FIELD TRIPS

It is recommended that for a field trip of more than 25 miles, two (2) students per seat in a bus should be the maximum. However, the decision concerning this recommendation rests with the Board and/or Administration.

ARTICLE XII - DUES DEDUCTION/ASSOCIATION RIGHTS

A. Dues Deduction

In accordance with Article XIV of the Civil Service Law, Section 208-1b:

1. The District shall make deductions for dues for the Association and its affiliates from the salaries of unit members who have so authorized on cards signed by individual unit members.
2. For unit members having dues deducted for an entire school year, dues shall be deducted in 20 equal installments, beginning with the second pay day of the school year. For unit members having dues deducted for less than an entire school year, dues shall be deducted at the rate of 1/18th of the full year's dues on each pay day between the third pay day through the 20th pay day of the school year.
3. At least two weeks prior to the second pay day of the school year, the Association shall provide the District with a statement of the total annual dues per member for the Association and its affiliates.
4. Unit members may elect to authorize dues deductions or to withdraw such authorization at any time. Such authorization or withdrawal must be submitted to the Association in writing and shall take effect on the first pay day which occurs three weeks after the receipt by the Association of the authorization or withdrawal. The Association shall provide the District with a copy of any withdrawal notice within one week of receipt.
5. Unit members who have authorized dues deductions by the District in prior years shall be considered to have continued such authorization unless they notify the District, in writing, that such authorization is withdrawn.

6. Following each pay period in which dues deductions are made, the District shall transmit the total amount deducted that period to the Association treasurer.

7. Payroll deduction shall be provided for NYSUT Member Benefits.

B. Association Business

The Association president or his designee shall have a total of 15 hours per year to be used for the purpose of Association business without loss of pay.

C. Board Policy

1. Any individual arrangement, agreement or contract between the Board and an individual employee heretofore executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreement to be executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

D. Agency Fee

1. Each employee who fails, voluntarily, to acquire or maintain membership in the Association shall be required, beginning on the 30th day following the beginning of such employment (or discontinuance of membership) to pay to the Association a service charge as a contribution towards the negotiation and administration of the Agreement and the representation of such employee. The service charge shall be in the same amount and payable at the same time as the Association's and its affiliates' regular dues and shall be deducted by the District from the employee's pay in accordance with Article XII of this Agreement.

2. The Association affirms that it has adopted the procedure for refund of Agency Fee deductions as required by Section 208(3)(b) of the Civil Service Law and that such procedure complies in all respects with the requirements of that section. This provision for Agency Fee deductions shall continue in effect so long as the Association maintains such procedure and so long as such deductions are authorized by law.

3. In the event an action or proceeding is commenced in a court of competent jurisdiction or before an administrative agency regarding such service charge, the Association agrees to provide counsel and to indemnify and save harmless the District from and against the cost of such action or proceeding, and other expenses in connection with such litigation or proceeding, to pay any judgment entered against the District in any such action or proceeding.

4. If the Civil Service Law, which permits agency fee deductions, is amended or repealed, then this Section D will not longer be in effect.

E. The Association President shall be placed on the regular distribution list and shall receive copies of the Board agenda and copies of Board minutes once approved.

ARTICLE XIII - POSTING AND SENIORITY

A. Posting

1. Notice of vacancy or position shall be prominently posted for seven working days. Job title, estimated pay rate, schedule, shall be stated on posting in addition to the application filing deadline. The Association President shall be sent a copy of all postings.
2. When more than one unit member applies for a vacancy, the applicant with seniority shall be given consideration for the position, provided the qualifications (including knowledge, training and ability) in the District's estimation, are equal.
3. Every effort will be made to fill an open position within 30 calendar days after the application deadline, unless there is no qualified candidate. If there is no qualified candidate, the position shall be reposted within three weeks of the application deadline.

B. Seniority

Seniority shall be defined as the length of continuous service within the department calculated from the date of permanent appointment to the position by the Board of Education resolution. The departments are 1)clerical, 2)aides, 3)custodians, 4)bus drivers and 5)teacher's assistants, 6)driver mechanics, 7)secretaries, 8)monitors.

Continuous service includes any time period when the employee is on the employer's active payroll and those periods when an employee is:

- i. On approved leave of absence, up to one year;
- ii. On layoff;
- iii. Absent from and unable to perform the duties of his/her position by reason of a disability resulting from illness/injury or occupational injury.
- iv. Called to active military duty.

Seniority will not accrue while on leave in subsections i, ii, iii.

If two or more unit members are appointed by the Board of Education on the same date, their relative seniority will be determined by alphabetical sequence according to name.

An employee loses his/her seniority only when one or more of the following occurs: he/she resigned (unless he/she is reinstated within one year); he/she is discharged; he/she retires; he/she abandons a position or he/she refuses a recall. .

C. Layoff and Recall

1. In the case of job abolishment, reduction in forces, lay-off and recall, the following procedures shall control:

In the event the District plans to lay off unit members in the bargaining unit for any reason, the District will notify the Association in writing of its plans at least one month prior to the date such action is proposed to commence. Upon notification to the Association of such impending plans, a meeting shall be arranged between the parties within fifteen (15) calendar days of such notification to review the anticipated layoff and the effect it will have on unit members within the bargaining unit.

If after such notice and meeting as out lined above, the District determines that a layoff still is necessary, then such layoff shall be accomplished by first laying off all temporary unit members and then secondly all probationary/provisional unit members. If further layoffs are necessary the permanent unit members shall be laid off as follows:

2. Competitive Class Unit members will be governed by the appropriate Civil Service statutes.
3. Licensed Teaching Assistants will be governed by the appropriate Education Law statutes.
4. Non-competitive unit members shall be governed by the following layoff and recall procedure:
 - a. In the event of a layoff within a non-competitive position, the employer shall determine the job title affected and then implement the layoff within the job title using the unit members' total seniority within the District. The employee with the least seniority who is serving in the affected title shall be laid off first.
 - b. An employee who has been laid off from the District under Section a shall be placed on a preferred hiring list for his former job title for a period not to exceed two (2) school years. Unit members shall be recalled in the reverse order of layoff. It is understood that no new unit members will be hired within the job title until all unit members on the preferred hiring list have been recalled or have refused recall.

5. Any employee to be laid off will receive no less than fourteen calendar days notice, such notice to be delivered by hand. The employer shall forward to the Association a list of all unit members who are laid off.
 6. The District shall notify an excessed unit member of a recall by certified mail, return receipt requested to the last address left, in writing with the district. Simultaneously, the President of the NIS shall be notified by memo or regular mail. The eligible excessed unit member shall have ten days from receipt of notification to respond to claim entitlement to the recall inquiry. Failure to respond within ten days will result in removal of that excessed unit member's name from the preferred hiring list.
 7. The President of the NIS shall meet with the Superintendent annually to review departmental seniority and recall lists.
- D. New hires for any job classification may be placed up to Step 4 of the current salary schedule.

ARTICLE XIV - ALCOHOL AND DRUG TESTING **POLICY AND PROCEDURES**

1. The Windham-Ashland-Jewett Central School District and its unit members are committed to providing safe and efficient service to the community. They further recognize that alcoholism and drug abuse are illnesses that can be treatable. As such, unit members shall be entitled to all the rights and benefits provided to other unit members who are sick.
2. It shall be the responsibility of all supervisors to follow the procedures provided in the Omnibus Transportation Employee Testing Act of 1991 as they relate to covered school unit members.
3. Unit members who request diagnosis or treatment for alcohol or substance abuse who avail themselves of the EAP program, will not jeopardize their rights or job security as a result of their requesting such diagnosis or treatment.
4. All costs of implementing the statutorily required drug testing program and District required tests will be borne by the employer.
5. Drug testing shall be consistent with the rights of unit members as established by this agreement and statutory and case laws and federal regulations.
6. All information, interviews, reports, statements, memoranda, and all records of all referrals, screening and confirming tests shall be held in the strictest of confidence by all personnel in the school district authorized to have knowledge thereof.

7. For unit members who request diagnosis or treatment for alcohol or substance abuse by availing themselves of an EAP program, no record of tests conducted under these procedures shall be placed, or made reference to, in any personnel file of the employee.
8. All mandatory testing or testing requested by the District will be done during work hours and the unit members shall be paid for time spent on the testing and related procedures, including traveling time to and from the test site.
9. In the event a supervisor has a reasonable suspicion that an employee is under the influence of alcohol or drugs, and is going to recommend testing, the employee will be informed of his/her right to request a union representative to be present during such testing. Based on the temporary nature of the presence of alcohol or prohibited substance in the human body, no test shall be unreasonably delayed to allow a union representative to be present during the test. In the event that the union representative wishes to be present, the representative will not be paid by the District for this time. The union will further pay for any costs associated with the representative's presence at the test site, such as the cost of hiring a substitute to cover the representative's duties, etc.
10. No employee may be required to submit to any type of test unless such test is required by state or federal law.
11. The union and the employer agree to establish a joint committee of equal representation, on alcoholism and drug abuse. Members of this committee shall not be involved in any of the activities of the testing program requiring direct involvement in cases.

The role of the committee shall include, but not be limited to:

- a) Review the effectiveness of the program on alcoholism and drug abuse twice per year.
- b) Check and report to the union and the district on the suitability of medical and hospital facilities for testing and treatment purposes.
- c) Check and report on the testing laboratories which are used, using the following criteria:
 - i. Do they perform confirmatory testing of specimens when initial screening indicates positive results?
 - ii. Procedures for documenting chain of custody.
 - iii. Do they provide assistance in collecting and handling specimens?

- iv. How long does it take to analyze a specimen and report results?
- v. Cost of services?
- d) Select the laboratories that will provide testing for controlled substances.
- e) Select an unit members' assistance program (EAP) that will, at a minimum, provide evaluations and counseling for unit members in the areas of alcohol and substance abuse. The Committee's authority to select an employee assistance program shall be limited to selecting one at a cost to the District of no more than \$20.70 per employee per year.

Employee Prohibitions

- 12. No employee shall violate any local, state, or federal rule or regulation as it relates to the consumption of alcohol or controlled substances.
- 13. No employee shall use alcohol for eight hours following an accident, or until he or she undergoes a post-accident alcohol test, whichever occurs first.

Consequences of a Positive Alcohol or Drug Test

- 14. A positive drug test is one in which the initial or screening positive test has been confirmed by a confirming test as defined in the federal regulations. If the confirming test is negative, then the initial positive test result is canceled and deemed negative. A positive alcohol test is one that has been performed in accordance with state or federal regulations.
- 15. Applicants for employment who test positive for alcohol or drugs will not be hired.
- 16. During the course of their employment, any driver who tests positive for alcohol at a level of .04 or higher or who tests positive for drugs will be removed from service, placed on unpaid leave of absence and be referred to a chemical dependency clinic or certified professional for evaluation to determine if further counseling is necessary.
- 17. During the course of their employment, if a driver tests positive for alcohol and the test result is between 0.02 and 0.104, the driver must be removed from driving or performing safety sensitive duties for 24 hours. The driver must undergo an alcohol test with a negative result before returning to duty. No other action will be taken against the driver based solely on the test result showing an alcohol concentration of less than 0.04.

Consequences of Refusing a Drug or Alcohol Test

18. The consequences of refusing a test are the same as testing positive.

Rehabilitation and Return to Work

19. In order to be eligible to return to duty after a positive drug test or an alcohol level of 0.04 or higher, a driver must complete the course of rehabilitation and counseling prescribed by the chemical dependency clinic or certified professional. In the event the district elects to continue the employee's employment when eligible, the employee must continue in any after care program or counseling suggested by the chemical dependency clinic or certified professional.
20. The cost of the evaluation, rehabilitation and return to duty tests are the responsibility of the employee.
21. This section does not guarantee an employee the right to return to duty. Rather, it sets forth the procedures that the employee must utilize if he wishes to be eligible to continue his employment subsequent to a positive test.

ARTICLE XV - COMMITTEES/TRAINING/EDUCATION

A. Evaluation forms shall provide space for a response to the evaluation. Any additional pages needed shall be attached to the form.

B. District Committees:

The District and the SSA recognize the importance of the SSA being an integral part of the decision making process for important issues facing the school, given increasing state mandates. To that end, the SSA shall appoint a representative to the following district-wide committees:

- Shared Decision Making
- Health and Safety
- Project SAVE
- Professional Development
- Emergency Management Plan

The SSA Unit shall also appoint members of the bargaining unit to any future committees that are mandated by the state.

C. New: Employee Awareness Training

Members of the SSA shall be paid for all college and in-service credits earned at the rate of \$25 per credit hour. Fifteen (15) of in-service credits will equal one credit hour. Credit will be cumulative with one half paid at the completion of eight (8) hours.

Each year all members of the SSA other than teaching assistants may be required to take one staff development course or workshop in each of the two following areas: classroom management/confrontational students and civility/harassment. Compensation for these two activities will be at the rate listed above when the activities occur during regularly scheduled work day. For required attendance at specific workshops or district sponsored staff development activities held outside their regularly scheduled workday, SSA members will be paid his/her hourly wage for such staff development activities. The district will make every effort to provide staff development activities in the two areas as part of its Comprehensive District Educational and Professional Development Plans.

In order to receive compensation for additional courses or activities an SSA unit member proposes, the proposed staff development must fit the district's comprehensive District Educational and Professional Development Plans and receive prior approval from the Superintendent or his/her designee. Compensation for these activities will be at the rate listed above in the first paragraph, regardless of when the activities occur.

Professional Development workshops presented by NYSUT will be considered as they apply to an employee's job description and they are subject to prior approval of the Superintendent or his/her designee.

The \$25 per credit hour will be retroactive.

Credit will be cumulative with one-half amount at the completion of 8 hours.

ENTIRE AGREEMENT

If any provision of this Agreement or any application of the Agreement to any employee or group of unit members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

This Agreement may be added to, deleted from or modified only through the voluntary mutual consent of both the Board and the Association.

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement except as herein provided.

DURATION OF AGREEMENT

This contract shall be effective as of July 1, 2005 and shall continue in effect through June 30, 2009.

Windham-Ashland-Jewett Central School

Support Staff Association

Lola Hoyt

Board of Education

Eric Martin

Superintendent of Schools

John W. Winters

SCHEDULE A

| BUS DRIVER CUSTODIAN | | | | | |
|-----------------------------|----------------|----------------|----------------|----------------|----------------|
| Step | 2004-05 | 2005-06 | 2006-07 | 2007-08 | 2008-09 |
| 1 | 10.01 | 10.51 | 11.04 | 11.59 | 12.17 |
| 2 | 10.31 | 10.83 | 11.37 | 11.94 | 12.53 |
| 3 | 10.61 | 11.14 | 11.70 | 12.28 | 12.90 |
| 4 | 10.91 | 11.46 | 12.03 | 12.63 | 13.26 |
| 5 | 11.21 | 11.77 | 12.36 | 12.98 | 13.63 |
| 6 | 11.51 | 12.09 | 12.69 | 13.32 | 13.99 |
| 7 | 11.81 | 12.40 | 13.02 | 13.67 | 14.36 |
| 8 | 12.11 | 12.72 | 13.35 | 14.02 | 14.72 |
| 9 | 12.41 | 13.03 | 13.68 | 14.37 | 15.08 |
| 10 | 12.71 | 13.35 | 14.01 | 14.71 | 15.45 |
| 11 | 13.01 | 13.66 | 14.34 | 15.06 | 15.81 |
| 12 | 13.31 | 13.98 | 14.67 | 15.41 | 16.18 |

| TEACHER AIDE/CLERK TYPIST | | | | | |
|----------------------------------|----------------|----------------|----------------|----------------|----------------|
| Step | 2004-05 | 2005-06 | 2006-07 | 2007-08 | 2008-09 |
| 1 | 8.61 | 9.04 | 9.49 | 9.97 | 10.47 |
| 2 | 8.91 | 9.36 | 9.82 | 10.31 | 10.83 |
| 3 | 9.21 | 9.67 | 10.15 | 10.66 | 11.19 |
| 4 | 9.51 | 9.99 | 10.48 | 11.01 | 11.56 |
| 5 | 9.81 | 10.30 | 10.82 | 11.36 | 11.92 |
| 6 | 10.11 | 10.62 | 11.15 | 11.70 | 12.29 |
| 7 | 10.41 | 10.93 | 11.48 | 12.05 | 12.65 |
| 8 | 10.71 | 11.25 | 11.81 | 12.40 | 13.02 |
| 9 | 11.01 | 11.56 | 12.14 | 12.75 | 13.38 |
| 10 | 11.31 | 11.88 | 12.47 | 13.09 | 13.75 |
| 11 | 11.61 | 12.19 | 12.80 | 13.44 | 14.11 |
| 12 | 11.91 | 12.51 | 13.13 | 13.79 | 14.48 |

| SECRETARY | | | | | |
|------------------|----------------|----------------|----------------|----------------|----------------|
| Step | 2004-05 | 2005-06 | 2006-07 | 2007-08 | 2008-09 |
| 1 | 12.23 | 12.84 | 13.48 | 14.16 | 14.87 |
| 2 | 12.53 | 13.16 | 13.81 | 14.51 | 15.23 |
| 3 | 12.83 | 13.47 | 14.15 | 14.85 | 15.59 |
| 4 | 13.13 | 13.79 | 14.48 | 15.20 | 15.96 |
| 5 | 13.43 | 14.10 | 14.81 | 15.55 | 16.32 |
| 6 | 13.73 | 14.42 | 15.14 | 15.89 | 16.69 |
| 7 | 14.03 | 14.73 | 15.47 | 16.24 | 17.05 |
| 8 | 14.33 | 15.05 | 15.80 | 16.59 | 17.42 |
| 9 | 14.63 | 15.36 | 16.13 | 16.94 | 17.78 |
| 10 | 14.93 | 15.68 | 16.46 | 17.28 | 18.15 |
| 11 | 15.23 | 15.99 | 16.79 | 17.63 | 18.51 |
| 12 | 15.53 | 16.31 | 17.12 | 17.98 | 18.88 |

MONITOR

| Step | 2004-05 | 2005-06 | 2006-07 | 2007-08 | 2008-09 |
|------|---------|---------|---------|---------|---------|
| 1 | 8.20 | 8.61 | 9.04 | 9.49 | 9.97 |
| 2 | 8.50 | 8.93 | 9.37 | 9.84 | 10.33 |
| 3 | 8.80 | 9.24 | 9.70 | 10.19 | 10.70 |
| 4 | 9.10 | 9.56 | 10.03 | 10.53 | 11.06 |
| 5 | 9.40 | 9.87 | 10.36 | 10.88 | 11.43 |
| 6 | 9.70 | 10.19 | 10.69 | 11.23 | 11.79 |
| 7 | 10.00 | 10.50 | 11.03 | 11.58 | 12.16 |
| 8 | 10.30 | 10.82 | 11.36 | 11.92 | 12.52 |
| 9 | 10.60 | 11.13 | 11.69 | 12.27 | 12.88 |
| 10 | 10.90 | 11.45 | 12.02 | 12.62 | 13.25 |
| 11 | 11.20 | 11.76 | 12.35 | 12.97 | 13.61 |
| 12 | 11.50 | 12.08 | 12.68 | 13.31 | 13.98 |

TEACHING ASSISTANT

| Step | 2004-05 | 2005-06 | 2006-07 | 2007-08 | 2008-09 |
|------|---------|---------|---------|---------|---------|
| 1 | 9.07 | 9.52 | 10.00 | 10.50 | 11.02 |
| 2 | 9.37 | 9.84 | 10.33 | 10.85 | 11.39 |
| 3 | 9.67 | 10.15 | 10.66 | 11.19 | 11.75 |
| 4 | 9.97 | 10.47 | 10.99 | 11.54 | 12.12 |
| 5 | 10.27 | 10.78 | 11.32 | 11.89 | 12.48 |
| 6 | 10.57 | 11.10 | 11.65 | 12.24 | 12.85 |
| 7 | 10.87 | 11.41 | 11.98 | 12.58 | 13.21 |
| 8 | 11.17 | 11.73 | 12.31 | 12.93 | 13.58 |
| 9 | 11.47 | 12.04 | 12.65 | 13.28 | 13.94 |
| 10 | 11.77 | 12.36 | 12.98 | 13.63 | 14.31 |
| 11 | 12.07 | 12.67 | 13.31 | 13.97 | 14.67 |
| 12 | 12.37 | 12.99 | 13.64 | 14.32 | 15.04 |

BUS DRIVER MECHANIC

| Step | 2004-05 | 2005-06 | 2006-07 | 2007-08 | 2008-09 |
|------|---------|---------|---------|---------|---------|
| 1 | 13.00 | 13.65 | 14.33 | 15.05 | 15.80 |
| 2 | 13.30 | 13.97 | 14.66 | 15.40 | 16.17 |
| 3 | 13.60 | 14.28 | 14.99 | 15.74 | 16.53 |
| 4 | 13.90 | 14.60 | 15.32 | 16.09 | 16.90 |
| 5 | 14.20 | 14.91 | 15.66 | 16.44 | 17.26 |
| 6 | 14.50 | 15.23 | 15.99 | 16.79 | 17.62 |
| 7 | 14.80 | 15.54 | 16.32 | 17.13 | 17.99 |
| 8 | 15.10 | 15.86 | 16.65 | 17.48 | 18.35 |
| 9 | 15.40 | 16.17 | 16.98 | 17.83 | 18.72 |
| 10 | 15.70 | 16.49 | 17.31 | 18.17 | 19.08 |
| 11 | 16.00 | 16.80 | 17.64 | 18.52 | 19.45 |
| 12 | 16.30 | 17.12 | 17.97 | 18.87 | 19.81 |

| Years | LONGEVITY | | | | |
|-------|-----------|---------|---------|---------|---------|
| | 2004-05 | 2005-06 | 2006-07 | 2007-08 | 2008-09 |
| 13-17 | 500 | 525 | 551 | 579 | 608 |
| 18-22 | 750 | 788 | 827 | 868 | 912 |
| 23-25 | 1000 | 1050 | 1103 | 1158 | 1216 |
| 26-29 | 1500 | 1575 | 1654 | 1736 | 1823 |
| 30+ | 2000 | 2100 | 2205 | 2315 | 2431 |

NOV 24 2006

MEMORANDUM OF AGREEMENT

Between

The Windham-Ashland-Jewett Central School District

And

The Windham-Ashland-Jewett Support Staff Association

COUNSEL

WHEREAS, both the Windham-Ashland-Jewett Central School District and the Windham-Ashland-Jewett Support Staff Association desire to modify language in the current Collective Bargaining Agreement between the Windham-Ashland-Jewett Central School District and the Windham-Ashland-Jewett Support Staff Association,

IT IS AGREED:

The current language contained within ARTICLE X- RETIREMENT INCENTIVE is replaced with the following language listed below. It is further agreed that the new language constitutes the entire Article and reflects additions and deletions of language from the current contract:

ARTICLE X - RETIREMENT INCENTIVE

A. The Board of Education shall underwrite the non-instructional staff's retirement program. The plan shall be Section 75i, a non-contributing plan under the New York State Retirement System.

B. Any employee who has worked for the District for a minimum of ten (10) consecutive years, at least ten (10) of which have been as a full-time employee working a minimum of thirty-five (35) hours per week for a minimum of ten (10) months per year and otherwise eligible to retire, shall be entitled to apply for a retirement incentive award. The maximum value of any retirement incentive award shall be \$10,000 in 2005-06; \$11,000 in 2006-07; \$12,000 in 2007-08 and \$13,000 in 2008-09.

To be eligible, an employee must submit an irrevocable written notification of retirement at least six (6) months prior to the date of retirement and he/she must have accumulated sick leave on the date the retirement is to commence.

The amount of the award will be determined by multiplying the number of accumulated sick days the employee has on the effective date of retirement, times the specified rate outlined below to a maximum of 215 days. For unit members working less than the 35 hours per week, ten months per year retirement, the incentive shall be paid at one-half the rate of full-time, eligible employee.

For purposes of calculating the specified daily rate for this incentive, the following applies:

For eligible employees retiring during the 2006-07 school year, the daily rate is set at \$51.16, with a maximum allowable amount as outlined elsewhere in this article.

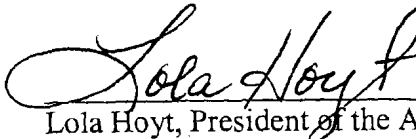
For eligible employees retiring during the 2007-08 school year, the daily rate is set at \$55.81, with a maximum allowable amount as outlined elsewhere in this article.

For eligible employees retiring during the 2008-09 school year, the daily rate is set at \$60.47, with a maximum allowable amount as outlined elsewhere in this article.

This rate will remain at \$60.47 for subsequent years unless renegotiated.

This agreement shall take effect July 1, 2006.

Date 6/15/06


Lola Hoyt, President of the Association

Date 6/15/06


John Wiktorko, Superintendent of the District

Approved by Board of Education Resolution dated: _____

